

EXHIBIT 22

Adult Entertainment Standard Terms and Conditions of Membership

LEGAL NOTICE: PLEASE READ ALL THE PROVISIONS OF THIS MEMBERSHIP AGREEMENT CAREFULLY. YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS WILL CONSTITUTE A BINDING AND ENFORCEABLE AGREEMENT BETWEEN YOU AND THE WEBSITE. By joining, you become a Subscriber and are entering into a binding and enforceable contract with Markley Enterprises Ltd, 10 Moor View, Consett, County Durham, DH8 5TG, United Kingdom, doing business as, FreeHDAccess.com ("Company"; "We"; "Site") and you ("Member"; "Subscriber" ; "You"; "Your") agree that you are submitting to the Jurisdiction of the United Kingdom and that you will be bound by these Terms and Conditions (the "Agreement"). Trial Memberships will renew automatically to a one-month membership at the end of the Trial Period and will be billed at the rate of \$39.95/month unless cancelled in accordance with these Terms and Conditions. This agreement is subject to change at any time, and changes may be effective without notice upon each Subscriber.

AGREEMENT TO VIEW ADULT MATERIAL - THE SITE IS DESIGNED AND INTENDED SOLELY FOR CONSENTING ADULTS - PEOPLE WHO ARE AT LEAST 18 YEARS OLD (21 IN AL, MS, NE, WY, AND ANY OTHER LOCATION WHERE 18 IS NOT THE AGE OF MAJORITY)-- WHO ARE INTERESTED IN AND WISH TO HAVE ACCESS TO VISUAL IMAGES, VERBAL DESCRIPTIONS AND AUDIO SOUNDS OF A SEXUALLY ORIENTED, FRANKLY EROTIC NATURE. THE MATERIALS WHICH ARE AVAILABLE WITHIN THIS SITE MAY INCLUDE GRAPHIC VISUAL DEPICTIONS AND DESCRIPTIONS OF NUDITY AND SEXUAL ACTIVITY AND SHOULD NOT BE ACCESSED BY ANYONE WHO IS YOUNGER THAN 18 YEARS OLD (21 IN AL, MS, NE, WY, AND ANY OTHER LOCATION WHERE 18 IS NOT THE AGE OF MAJORITY) OR WHO IS OFFENDED BY SUCH MATERIALS OR WHO DOES NOT WISH TO BE EXPOSED TO SUCH MATERIALS. BY PURCHASING A MEMBERSHIP YOU ARE MAKING THE FOLLOWING STATEMENTS:

- "UNDER PENALTY OF PERJURY, I SWEAR/AFFIRM THAT AS OF THIS MOMENT, I AM AN ADULT, AT LEAST 18 YEARS OF AGE (21 IN AL, MS, NE, WY, AND ANY OTHER LOCATION WHERE 18 IS NOT THE AGE OF MAJORITY)."
- "I PROMISE THAT I WILL NOT PERMIT ANY PERSON(S) UNDER 18 YEARS OF AGE (21 IN AL, MS, NE, WY, AND ANY OTHER LOCATION WHERE 18 IS NOT THE AGE OF MAJORITY) TO HAVE ACCESS TO ANY OF THE MATERIALS CONTAINED WITHIN THIS SITE."
- "I UNDERSTAND THAT WHEN I GAIN ACCESS TO THIS SITE, I WILL BE EXPOSED TO VISUAL IMAGES, VERBAL DESCRIPTIONS AND AUDIO SOUNDS OF A SEXUALLY ORIENTED, FRANKLY EROTIC NATURE, WHICH MAY INCLUDE GRAPHIC VISUAL DEPICTIONS AND DESCRIPTIONS OF NUDITY AND SEXUAL ACTIVITY. I AM VOLUNTARILY CHOOSING TO DO SO, BECAUSE I WANT TO VIEW, READ AND/OR HEAR THE VARIOUS MATERIALS WHICH ARE AVAILABLE, FOR MY OWN PERSONAL ENJOYMENT, INFORMATION AND/OR EDUCATION. MY CHOICE IS A MANIFESTATION OF MY INTEREST IN SEXUAL MATTERS WHICH, I BELIEVE, IS BOTH HEALTHY AND NORMAL AND WHICH, IN MY EXPERIENCE, IS GENERALLY SHARED BY AVERAGE ADULTS IN MY COMMUNITY. I AM FAMILIAR WITH THE STANDARDS IN MY COMMUNITY REGARDING THE ACCEPTANCE OF SUCH SEXUALLY ORIENTED MATERIALS, AND THE MATERIALS I EXPECT TO ENCOUNTER ARE WITHIN THOSE STANDARDS. IN MY JUDGEMENT, THE AVERAGE ADULT IN MY COMMUNITY ACCEPTS THE CONSUMPTION OF SUCH MATERIALS BY WILLING ADULTS IN CIRCUMSTANCES SUCH AS THIS WHICH OFFER REASONABLE INSULATION FROM THE MATERIALS FOR MINORS AND UNWILLING ADULTS, AND WILL NOT FIND SUCH MATERIALS TO APPEAL TO A PRURIENT INTEREST OR TO BE PATENTLY OFFENSIVE."
- "I FURTHER REPRESENT AND WARRANT THAT I HAVE NOT NOTIFIED ANY GOVERNMENTAL AGENCY, INCLUDING THE U.S. POSTAL SERVICE, THAT I DO NOT WISH TO RECEIVE SEXUALLY ORIENTED MATERIAL."

PROHIBITED AREAS - All of the following areas constitute PROHIBITED AREAS from which no part of the Site may be accessed, viewed, downloaded or otherwise received:
All parts of the United States of America corresponding to the entire areas corresponding to United States Postal Service zip codes commencing with any of the following three digits: [SEE LIST OF RESTRICTED ZIP CODES](#);

All parts of the following countries: Afghanistan, Kuwait, Iran, Iraq, Japan, Jordan, Libya, Pakistan, The Republic of China, Singapore, Saudi Arabia, Syria, The United Arab Emirates; and

All parts of every other geophysical place corresponding to a political entity or part thereof in which the access, viewing, downloading, dissemination of, or other use of the materials contained in the Site would constitute a violation of any law, regulation rule or custom.

DEFINITIONS - The term "Site", as referred to in these terms and conditions shall mean - the Site for which you are purchasing a username and password (login) in order to gain access to that site and enjoy its contents and benefits of membership. The "Site" shall include the owner thereof all agents acting on its behalf. The term "Member" or "Membership", as referred to in the terms and conditions shall mean - The holder (Subscriber) of a valid username and password (login) for the Site during the term of membership. Membership is non-transferable and non-assignable. The term "Subscriber", as referred to in the terms and conditions shall mean - The End-user, Consumer, of the services of the Site and holder of a valid username and password (login) for the Site. By becoming a Subscriber, you hereby authorize the imposition of charges to your credit card or other approved facility for all membership fees as well as for any further goods and/or services at, through and/or from or pertaining to the site. The term "Login", as referred to in the terms and conditions shall mean - The combination of unique username and password that is sold by, and used to access, the Site. A Login is a non-exclusive, non-transferable license for that individual member, and no other, to use the Site for a period of time. The term "Bookmarking", as referred to in the terms and conditions shall mean - The act of placing a webpage (URL) into a temporary file on the Subscribers browser so that the subscriber may return to that page at a future date directly, without passing through any pages that may have been precedent.

SUBSCRIPTION FEES - The Subscriber is responsible for paying periodic subscription fees according to the then-current terms of the Site. Unless and until this agreement is cancelled in accordance with the terms hereof, Subscriber hereby authorizes the Site or its billing agent, to charge subscriber's credit card (or other approved facility) to pay for the ongoing cost of membership.

AUTOMATIC RENEWAL - Subscription fees are automatically renewed, and therefore automatically credit card or check debited, at the end of the original term selected, for a like period of time, unless proper notice is received from the Subscriber at least seven (7) days prior to renewal. Trial Memberships are automatically renewed to a one-month membership at the then-applicable monthly rate, subject to the terms of the Trial Offer below. The maximum Term of this Agreement is 120 months.

NON-ASSIGNABILITY/THEFT OF LOGIN - Your Membership, username and password (login), may not be assigned or transferred to any other person or entity. Subscriber must promptly inform the Site of any apparent breach of security, such as loss, theft, or unauthorized disclosure or use of a username or password. Until the Site is notified, by e-

mail, or by telephone, of any breach in security, the Subscriber will remain personally liable for any unauthorized use of the Service. Subscriber is and shall be personally liable for, and shall defend, indemnify and hold harmless the Site and any agency acting on its behalf from any and all damages (including loss of profits, loss of property, fines and penalties), losses and costs (including attorneys' fees) resulting from any attempted or actual unauthorized downloading or other duplication whether solely by Subscriber or with or under the authority of any other including governmental agency.

TERMINATION/CANCELLATION - Subscription to the Service may be terminated at any time, and without cause, by either the Site or the Subscriber upon notification of the other by electronic or conventional mail, or by telephone. . Subscribers are liable for charges incurred by them until termination of service.

TRIAL OFFER - All trial offer members are exempt from the 7 day notification requirement as to such Trial Period. As such, a Subscriber who is within the trial offer term shall not be charged the full monthly membership rate during this interval. This interval may be referred to as the "Trial Period". All Trial Memberships will renew automatically to a one-month membership at the end of the Trial Period and will be billed at the rate of \$39.95/month or the then-applicable rate, unless proper notice of cancellation has been received by Site no later than 12:01 a.m. of the day following the last full day of the Trial Period.

For example, if access pursuant to a 3-day trial offer was granted on the 1st day of a month, the member will not be charged for a one month subscription at inception. The member must ensure receipt of e-mail, or other appropriate notification, by the Site no later than 12:01 a.m. on the 4th day of that month should the member elect to cancel the membership. Absent such timely notification, the trial offer membership shall renew to a one-month membership at the then-applicable monthly rate. Members who do not so terminate within the Trial Period will be billed at the rate of \$39.95/month or the then applicable rate, for one month's service beginning on the day following the last full day of the Trial Period. The second month's subscription shall therefore be effective and be chargeable at the conclusion of the first full month of service following the Trial Period, unless otherwise cancelled in accordance with these terms and conditions.

CREDIT AND GIFT CARDS - Credit card users may be subject to a preauthorization. The preauthorization is not a charge to the credit card. However, the then applicable monthly subscription rate may be reserved against the Member's available credit card limit. The Site will not be held responsible for bank charges, fees or penalties due to overdrawn or delinquent Subscriber accounts. Contact your credit card issuing financial institution for details.

Prepaid Gift and Debit Cards which cannot be preauthorized for the full applicable monthly rate may be charged incrementally. This means that multiple charges for less than the full applicable monthly rate may occur within the same monthly billing cycle. In no event will the aggregate of these incremental charges exceed the full applicable monthly rate.

REFUNDS - In the event that a refund is issued, ALL refunds will be made by crediting the credit card that was used to make the original purchase. Refunds will not be made by cash or check

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You acknowledge and agree that all materials contained at the Site are proprietary and constitute valuable intellectual property owned by the Site or its administrator ("Company") or others who have licensed use of such materials to the Company. **You acknowledge and agree that as such You may only access, view, download, receive and otherwise use the materials available at the Site only as authorized by the Company.**

You acknowledge that you understand that the Company does not authorize access to any part of the Site in any manner contrary to the express provisions of this Agreement.

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DISCLAIMERS - THE MATERIALS ON THE SITE ARE PROVIDED "AS IS" WITHOUT ANY

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any products or services through the Site without prior written consent. Subscribers are responsible for information they send, or display through the Site even if a claim should arise after termination of service. All messages shall be deemed to be readily accessible to the general public. Do not use the Site for any communication for which the sender intends only the sender and the intended recipient(s) to read. Notice is hereby given that all messages entered into this Site can and may be read by the operators of the Site, whether or not they are the intended recipient(s).

LINKS TO THIRD PARTY SITES - This Site may contain links to other sites which are controlled by third parties. Those linked sites are not under the control of the Site owner or operator and this Site is not responsible for the contents of any linked site or any link contained in a link site. The Site is providing those links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Site of any other linked site.

CUSTODIAN OF RECORDS - All persons who appear in any visual depiction contained on the Site were eighteen years of age or older at the time of the creation of such depictions. The records required by Section 2257 of Title 18 of the United States Code and C.F.R. 75 with respect to visual depictions of actual sexually explicit conduct are kept by the corresponding custodians of records, except with regard to visual depictions of actual sexually explicit conduct made before July 3, 1995, which are exempt from the requirements set forth in 18 U.S.C. § 2257 and 28 C.F.R. 75. For inquiries about specific material contained herein and the corresponding custodian of records info pertaining to those items, please see [18 USC Section 2257 Compliance Statement](#).

MODIFICATION - The Site reserves the right, in its discretion, to change or modify all or any part of these Terms and Conditions at any time for any reason or no reason. Changes to the cancellation or refund terms and rate increases will be effective fifteen (15) days notice to existing subscribers. Any other changes will be effective immediately once they are posted on the Site. Your continued use of the Site constitutes your binding acceptance of these Terms and Conditions, including any changes made by the Site, as permitted above. If you desire not to be bound by any modification of these Terms and Conditions, you should stop using the website. The updated, online version of these Terms and Conditions shall supersede any prior version.

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The subscriber hereby warrants and represents that he or she is over the age of 18 (21 in AL, MS, NE, WY, and any other location where 18 is not the age of majority), and in all respects is qualified and competent to enter into this agreement.

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